

1894 - Adm Chancery Causes: William M. Pennington vs. S. C. Hamilton
Lee Co.

CA - Debt
T - Property

- Deed

To the Hon. Trig Miller, judge of the Circuit Court for Lee County Virginia:

Humbly complaining, your orator, William M. Pennington, would respectfully represent unto your honor that the Pennington Gap Improvement Co., a corporation organized and existing under the law of the state of Va., was the owner of a certain tract of land, known as lot No. ~~2~~ in block no. 4 of plat no. 1 of the town of Pennington Gap; that heretofore; to wit on the 11th day of Oct., 1891, the said Company sold and delivered the same in the consideration of the sum of \$125.00 to one S.C. Hamilton; that the terms of the said sale was one third of the said sum in hand paid, the remaining two thirds was payable in two equal installments, due in one and two years from the date of the said sale, which said deferred payments drew interest from date, and for which the said Hamilton gave his notes; that the said company made its deed to the said lot in which it reserved its lien for the balance of the purchase price of the said lot, and a copy of the said deed is here filed and prayed to be considered as part of this bill; that the said deferred payments became due, \$41.67, Oct. 11, 1892, and which is paid the remaining portion, \$41.67 became due Oct. 11, 1893, that no part thereof has been paid, and that the same is yet due and payable, that since the sale of the said lot the said Hamilton has been in the possession of the same, and that he has not sold or transferred the same to any other party, that the same is unincumbered by any other liens save the said vendor's lien of the said company

Your orator further alleges and will show unto your honor that on the ____ day of ____ 189____, the said Pennington Gap Improvement Co. assigned the said note of the said Hamilton which was for the said ^{last} deferred payment to him, which is here filed, and from which it will be seen the amount thereof, the date and the day from which the same draws interest,

The premises considered your orator is advised that the said company has a lien against the said lot of land, and that the same is only enforceable in a court of equity, for the amount of the purchase money yet unpaid; that by reason of the said assignment ^{note} the said to your orator, he has a right to be subrogated to the rights of his assignor, and have the said lien of the said Company enforced in this court.

The prayer therefore of your orator is that your honor take cognizance of your orators cause, that the said S.C.Hqmilton be made a party defendant to this bill of complaint, and that he be required to answer the same completely and fully on oath ; that a vendor's lien be declared in favor of your orator, that a judgement be given in favor of your orator against the said defendant for the said deferred payment with its interest from the date of the said sale; that as there are no other liens against the said lot of land a commissioner be appointed to sell the said tract of land to pay the said sum of money yet due with its interest and the cost of this suite. And may all other furthur and general relief be granted your orator that the nature of his cause and equity may require. And your orator will ever pray &c.

Pennington Brothers, p. q.

Результатом является:

20100000 0' HAMILTON-- - 0000

ARE YOU IN QUARTER?

M.M.T. GILBERTSON - - - - - Count of

W.M. Pennington----- -Compt
 va; Bill in Chancery

 Solomon G. Hamilton---Def

 Pennington Brothers, p. q.

Pennington Brothers' d.

Wm. Roddyre And Wm. Orford with exec. &c.
 be returned Wm. Orford that the heirs of his estate and execs
 of his estate And with all other L.M. and General letter
 to pay the said and of money yet due with its interest and
 that a commission be appointed to sell the said estate of

H. M. Pennington
 vs. Bill in Chancery

S. C. Hamilton
 1894 ~~and Wm. Orford~~
~~for the estate~~

" 1st for the estate of the
 last mentioned in the
 Decree of the Court
 Cause set for hearing
 by Plaintiff

The premises considered Wm. Orford is advised that the said
 estate has a lien against the said lot of land and that the
 same is out of all encumbrance in a court of equity for the said estate
 and the premises considered Wm. Orford is advised that the said

This Deed, made this the 11 day of October A. D., 1890, by and between the PENNINGTON'S GAP IMPROVEMENT COMPANY, of Pennington's Gap, Virginia, a corporation organized and existing under the laws of Virginia, by E. H. Pennington, its attorney in fact [which power of attorney is of record in the County Court Clerk's office of the County of Lee and State of Virginia, in deed book, No. 25, page 386-1], party of the first part and Socomon Esthamlin of Lee County, Virginia, part 1 of the second part:

WITNESSETH, That for and in consideration of the sum of One Thousand Twenty Five dollars (\$ 125⁰⁰), paid and to be paid as follows, to-wit:

Half One 100 dollars (\$ 41⁰⁰), cash in hand paid, the receipt of which is hereby acknowledged, and the remainder

to be paid in two equal installments, in One and Two years from this date, respectively, with interest from this date, and to secure the payment of which a lien is hereby reserved upon the land hereby conveyed, which lien may be released on payment to said E. H. Pennington attorney as aforesaid, or to H. H. Armstrong, the General Manager of said company, or to either of their successors in office, THE SAID PARTY OF THE FIRST PART, subject to the condition hereinafter mentioned, which is agreed to be a condition precedent to the vesting of title to the land herein described, DO TH

GRANT and CONVEY unto the said part of the second part with covenants of GENERAL WARRANTY One certain lot or parcel of land, lying and being in the town of PENNINGTON'S GAP, VIRGINIA, and shown upon the plat of said town, marked "Plat No. One of Pennington's Gap Improvement Company and recorded in Lee County Clerk's office, and on said Plat No. One, known as Lot No. 22

in Block No. 4, and fronting on Jordan Avenue Twenty Five feet and running back One Thousand Twenty Five feet; Lot No. 22

in Block No. 4, and fronting on Jordan Avenue Twenty Five feet; Lot No. 22

feet and running back One Thousand Twenty Five feet; Lot No. 22

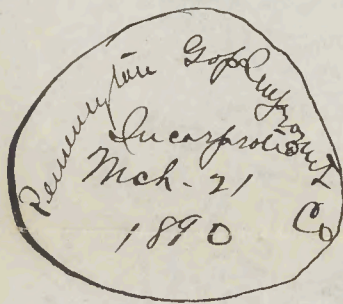
feet and running back One Thousand Twenty Five feet; Lot No. 22

TO HAVE AND TO HOLD said lot or parcel of land, together with all its appurtenances unto the said part 1 of the second part his heirs and assigns in fee simple: PROVIDED, ALWAYS, nevertheless, and UPON CONDITION that said part 1 of the second part his heirs or assigns, or either of them, shall not sell any wine, whisky, brandy, beer, or any other intoxicating liquors, nor permit the same to be done by another upon the premises aforesaid, or upon either or any part of either of them within three years from the 6th day of October, 1890. And the said part 1 of the second part do hereby agree with said party of the first part, that if his heirs or assigns should break the condition aforesaid, the said party of the first part, its successors or assigns, at any time afterwards, shall and may re-enter upon said lot or parcel of land, and the same again have, re-possess and enjoy, together with all improvements put thereupon, as of its former estate and free from all claims and rights of said part 1 of the second part or of his creditors.

IN TESTIMONY WHEREOF, the said Pennington's Gap Improvement Company has caused its corporate name to be hereunto signed and its corporate seal hereunto affixed by its said attorney in fact the day and year first above written.

PENNINGTON'S GAP IMPROVEMENT COMPANY,

By E. H. Pennington Attorney in Fact.



STATE OF VIRGINIA, Lee } To-wit:

I, J. A. G. Syatt Circuit Clerk of the Circuit Court for the county aforesaid and State of Virginia do certify that E. H. Pennington, whose name is signed to the writing above, bearing date on the 11th day of October, 1890, has acknowledged the same before me in my county aforesaid; and I do further certify that said E. H. Pennington has also acknowledged before me in my county aforesaid, that the seal affixed to said writing is the corporate seal of the Pennington's Gap Improvement Company; that the said writing was signed by him as the attorney in fact of said company; that he stated and acknowledged that he is duly authorized to sign and seal the above writing; and that the same is the act and deed of said company.

Given under my hand, this the 2nd day of February, 1891

STATE OF VIRGINIA, Lee } To-wit:

In the Clerk's office of the County Court of Lee County the 2nd day of July 1891, the foregoing deed was presented and admitted to record, together with the certificate of acknowledgement thereunto annexed, and was recorded on the 3rd day of February, 1891, in Deed Book No. 26, page 294

Testes John K. Gibson Clerk.

No. 1.
Copy
DEED.

PENNINGTON'S GAP IMPROVEMENT COMPANY.

TO

Solomon C. Haulland

For far Copy

\$ 1.00

\$41.

Pennington's Gap, Lee Co., Va.,

Oct 11th

1891.

I, Swagston, after date, with interest from date, I
promise to pay to the order of Pennington's Gap Improvement Company

Twenty One & 00/100

DOLLARS,

negotiable and payable at Bowling Green Bank, being the second
deferred installment of the purchase price of Lot No. 21, in Block No. 4,
Plat No. 1, of the town of Pennington's Gap, and I hereby waive the benefit
of all Homestead exemptions as to this debt, and I agree that if suit is brought on
this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount
due.

J. C. Hamilton

Due Oct 11

1893.

Address,

For Value received of the Tunnery town
Lop Tunnery Co. assigns the within
note to W. M. Tunnery town.

Tunnery town Lop Tunnery Co.
By H. J. Morgan Treasr

Cred by cash, Sept 17-'94. \$15-00